

Court of Common Pleas of Philadelphia County

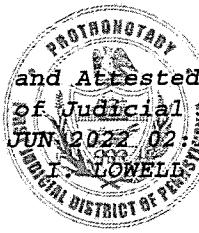
Trial Division

Civil Cover Sheet

		For Prothonotary Use Only (Docket Number)		
		JUNE 2022		
		E-Filing Number: 2206037375		
PLAINTIFF'S NAME SD TRUCK LINES, LLC		DEFENDANT'S NAME PROGRESSIVE INSURANCE COMPANY		
PLAINTIFF'S ADDRESS 12 PENNS TRAIL FLOOR 2 NEWTOWN PA 18940		DEFENDANT'S ADDRESS 71 GENERAL WARREN BOULEVARD SUITE 150 MALVERN PA 19355		
PLAINTIFF'S NAME		DEFENDANT'S NAME <i>Received By A.M.</i>		
PLAINTIFF'S ADDRESS		DEFENDANT'S ADDRESS <i>JUL 6 2022</i>		
PLAINTIFF'S NAME		DEFENDANT'S NAME <i>CORP. CLAIMS MAIL</i>		
PLAINTIFF'S ADDRESS		DEFENDANT'S ADDRESS		
TOTAL NUMBER OF PLAINTIFFS 1		TOTAL NUMBER OF DEFENDANTS 1		COMMENCEMENT OF ACTION
				<input checked="" type="checkbox"/> Complaint <input type="checkbox"/> Petition Action <input type="checkbox"/> Notice of Appeal <input type="checkbox"/> Writ of Summons <input type="checkbox"/> Transfer From Other Jurisdictions
AMOUNT IN CONTROVERSY		COURT PROGRAMS		
<input type="checkbox"/> \$50,000.00 or less <input checked="" type="checkbox"/> More than \$50,000.00		<input type="checkbox"/> Arbitration <input type="checkbox"/> Mass Tort <input checked="" type="checkbox"/> Jury <input type="checkbox"/> Savings Action <input type="checkbox"/> Commerce <input type="checkbox"/> Non-Jury <input type="checkbox"/> Petition <input type="checkbox"/> Minor Court Appeal <input type="checkbox"/> Settlement <input type="checkbox"/> Other: <input type="checkbox"/> Statutory Appeals <input type="checkbox"/> Minors <input type="checkbox"/> W/D/Survival		
CASE TYPE AND CODE 10 - CONTRACTS OTHER				
STATUTORY BASIS FOR CAUSE OF ACTION				
RELATED PENDING CASES (LIST BY CASE CAPTION AND DOCKET NUMBER)				FILED PRO PROTHY JUN 17 2022 I. LOWELL
				IS CASE SUBJECT TO COORDINATION ORDER? YES NO
TO THE PROTHONOTARY: Kindly enter my appearance on behalf of Plaintiff/Petitioner/Appellant: <u>SD TRUCK LINES, LLC</u> Papers may be served at the address set forth below.				
NAME OF PLAINTIFF'S/PETITIONER'S/APPELLANT'S ATTORNEY DANIEL J. HINGER		ADDRESS KATS, JAMISON & ASSOCIATES 1 BUSTLETON PIKE FEASTERVILLE PA 19053		
PHONE NUMBER (215) 396-9001		FAX NUMBER (215) 396-8388		
SUPREME COURT IDENTIFICATION NO. 326843		E-MAIL ADDRESS dhinger@mkats.com		
SIGNATURE OF FILING ATTORNEY OR PARTY DANIEL HINGER		DATE SUBMITTED Friday, June 17, 2022, 02:19 pm		

KATS, JAMISON & ASSOCIATES
 By: Daniel J. Hinger, Esquire
 Identification No. 326843
 dhinger@mkats.com
 1 Bustleton Pike
 Feasterville, PA 19053
 215-396-9001

MAJOR JURY
 Filed and Attested by the
 Office of Judicial Records
 17 JUN 2022 02:59 pm



Attorney for Plaintiff

SD TRUCK LINES, LLC
 12 Penns Trail
 Floor 2
 Newtown, PA 18940

Plaintiff.

v.

PROGRESSIVE INSURANCE CO.
 71 General Warren Boulevard
 Suite 150
 Malvern, PA 19355

Defendant.

PHILADELPHIA COUNTY
 COURT OF COMMON PLEAS
 JUNE TERM, 2022

NO.

**COMPLAINT IN CIVIL ACTION
1C – CONTRACTS; 1J – BAD FAITH**

NOTICE TO DEFEND

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you. You should take this paper to your lawyer at once. If you do not have a lawyer or cannot afford one, go to or telephone the office set forth below to find out where you can get legal help.

Philadelphia Bar Association
 Lawyer Referral and Information Service
 One Reading Center
 Philadelphia, Pennsylvania 19107
 (215) 238-6333
 TTY (215) 451-6197

AVISO

Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas expuestas en las paginas siguientes, usted tiene veinte (20) dias de plazo al partir de la fecha de la demanda y la notificacion. Hace falta asentar una comparencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la corte tomara medidas y puede continuar la demanda en contra suya sin previo aviso o notificacion. Ademas, la corte puede decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

Lleve esta demanda a un abogado inmediatamente. Si no tiene abogado o si no tiene el dinero suficiente de pagar tal servicio. Vaya en persona o llame por telefono a la oficina cuya direccion se encuentra escrita abajo para averiguar donde se puede conseguir asistencia legal.

Asociacion De Licenciados
De Filadelfia
Servicio De Referencia E
Informacion Legal
One Reading Center
Filadelfia, Pennsylvania 19107
(215) 238-6333

KATS, JAMISON & ASSOCIATES

MAJOR JURY

By: Daniel J. Hinger, Esquire
 Identification No. 326843
 dhinger@mkats.com
 1 Bustleton Pike
 Feasterville, PA 19053
 215-396-9001

Attorney for Plaintiff

SD TRUCK LINES, LLC 12 Penns Trail Floor 2 Newtown, PA 18940 Plaintiff. v. PROGRESSIVE INSURANCE CO. 6300 Wilsons Mill Road Mayfield Village, OH 44143 Defendant.	PHILADELPHIA COUNTY COURT OF COMMON PLEAS JUNE TERM, 2022 NO.
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COMPLAINT IN CIVIL ACTION
1C – CONTRACTS; 1J – BAD FAITH

1. Plaintiff, SD Truck Lines, LLC (“Plaintiff”) is a limited liability corporation incorporated at 12 Penns Trail, Floor 2, Newtown, PA 18940. Plaintiff, at all times relevant hereto, is owned by James Jacobs (“Owner”). Prior to October 2020, Owner resided at 12 Penns Trail, Newtown, PA 18940. From October 2020 to present, Owner resides at 620 Clymer Avenue, Morrisville, PA 19067.

2. Defendant, Progressive Corporation (“Defendant”) is an insurance company authorized to do business in the Commonwealth of Pennsylvania with a corporate office located at 6300 Wilson Mills Road, Mayfield Village, OH 44143. Defendant regularly conducts business in the City and County of Philadelphia.

3. Defendant, in its regular course of business, issued to Plaintiff a policy of insurance, policy number 01599760-0, providing coverage for, but not limited to, a 2010 Freightliner Cascadia with Vehicle Identification Number 1FUJGLDR5ASAR1987 (“Truck”).

4. The Stated Amount in the insurance policy for the Truck is \$40,000.00.
5. At all times material hereto, Defendant was acting either individually or through its duly authorized agents, servants, workmen or employees, who were acting within the course, and scope of their employment, and on the business of said employer.
6. On or about August 12, 2020, Owner parked the Truck on the side of the street at or near 8500 Hegeman Street, Philadelphia, PA, 19136.
7. On or about August 22, 2020, Owner left for vacation.
8. On or about September 4, 2020, Owner returned to the area at or near 8500 Hegeman Street to find that the Truck was missing. Upon discovering the Truck was missing, Owner called 911 to file a police report for the presumably stolen Truck.
9. On or about September 4, 2020, Plaintiff submitted a claim with Defendant for the stolen Truck. Plaintiff has done and otherwise performed all things required of him under the policy of insurance issued by Defendant, including cooperating with Defendant's investigation, providing Defendant with all available information, and complying with all conditions precedent.
10. Defendant, despite demand for benefits under its policy of insurance has failed, and refused to pay to provide coverage for the loss of Plaintiff's Truck.
11. Solely as a result of Defendant's failure and refusal to provide benefits to Plaintiff as required under the aforementioned policy of insurance, Plaintiff has suffered loss and damage in an amount in excess of \$50,000.

COUNT I
PLAINTIFF, SD TRUCK LINES, LLC
v.
DEFENDANT, PROGRESSIVE INSURANCE CO.
BREACH OF CONTRACT

12. Plaintiff incorporates by reference thereto Paragraphs one (1) through eleven (11), inclusive, as though same were set forth herein at length.

13. Plaintiff has complied with all the terms, conditions and duties required under Defendant's policy.

14. Defendant has failed to objectively and fairly evaluate Plaintiff's claim.

15. Defendant has failed to promptly offer payment of the reasonable and fair value of the claim to Plaintiff.

16. As the insured, Plaintiff is owed by Defendant a fiduciary, contractual, and statutory obligation to investigate, evaluate, and negotiate the stolen Truck claim in good faith and to arrive at a prompt, fair, and equitable settlement.

17. Defendant has breached its contractual obligations to pay benefits to Plaintiff for a loss covered under Defendant's policy of insurance.

18. For the reasons set forth above, Defendant has violated the obligations under the policy of insurance.

WHEREFORE, Plaintiff demands judgment against Defendant in an amount in excess of Fifty Thousand (\$50,000) Dollars, plus interests, costs, damages for delay, attorney's fees, and other amounts deemed just and proper by this Court.

COUNT II
PLAINTIFF, SD TRUCK LINES, LLC
v.
DEFENDANT, PROGRESSIVE INSURANCE CO.
BAD FAITH

19. Plaintiff incorporates by reference thereto Paragraphs one (1) through eighteen (18), as though same were set forth herein at length.

20. The policy in question provides coverage for Plaintiff's Truck.

21. Despite coverage, Defendant has failed and refused to provide coverage for the loss.

22. As a result of Defendant's conduct, Plaintiff has been damaged to extent of, including, but not limited to, loss of the value of the stolen Truck and loss of the value of the use of the Truck, all to its great detriment and loss.

23. Defendant did not have a reasonable, factual basis to deny coverage to Plaintiff for the stolen Truck.

24. Defendant, acting by and through its duly authorized agents, servants, workmen, or employees, has engaged in Bad Faith conduct toward Plaintiff in violation of 42 Pa.C.S.A. §8371 as follows:

- (a) Failing to objectively and fairly evaluate Plaintiff's claim;
- (b) Engaging in dilatory and abusive claims handling;
- (c) Failing to adopt or implement reasonable standards in evaluating Plaintiff's claims;
- (d) Acting unreasonably and unfairly in response to Plaintiff's claims;
- (e) Not attempting in good faith to effectuate a fair, prompt, and equitable settlement of Plaintiff's claims;
- (f) Subordinating the interest of its insured and those entitled under its insured's coverage to its own financial monetary interests;
- (g) Failing to promptly offer reasonable payment to Plaintiff;
- (h) Violating the fiduciary duty owed to Plaintiff;
- (i) Acting unreasonably and unfairly by withholding benefits justly due and owing to Plaintiff;
- (j) Causing Plaintiff to expend money on the presentation of its claim;
- (k) Causing Plaintiff to lose the value of the Truck and the value of use of the Truck; and
- (l) Causing Plaintiff to bear the stress and anxiety associated with litigation.

25. Defendant has engaged in wanton and reckless conduct with regard to the welfare, interest, and rights of Plaintiff and is liable for its bad faith conduct.

WHEREFORE, Plaintiff demands judgment against Defendant in an amount in excess of Fifty Thousand (\$50,000) Dollars, plus interests, costs, damages for delay, attorney's fees, and other amounts deemed just and proper by this Court.

KATS, JAMISON & ASSOCIATES

By: /s/Daniel J. Hinger

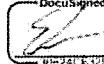
Daniel J. Hinger, Esquire
Attorney for Plaintiff

Date: June 17, 2022

DocuSign Envelope ID: F2717231-E5BD-4F5F-BE5C-9A186DC95F42

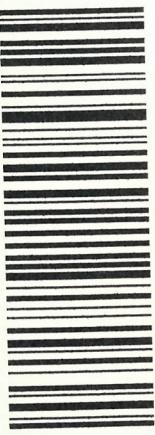
VERIFICATION

I, James Jacobs am the owner of the business SD TRUCK LINES, LLC and the facts set forth in the Complaint are true to the best of my knowledge, information and belief. I understand that I make this declaration subject to the penalties of 18 Pa.C.S. § 4904.

DocuSigned by:

James Jacobs

LAW OFFICES OF
KATS, JAMISON & ASSOCIATES
1 BUSTLETTON PIKE
FEASTERVILLE, PA 19053

OF THE RETURN ADDRESS, 1
CERTIFIED MAIL®



Hasler 06/30/2022 \$020.00
US POSTAGE

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PROGRESSIVE INSURANCE CO.
6300 Wilsons Mill Road
Mayfield Village, OH 44143

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